

## 17.12-10 Compulsory Leave.

The purpose of compulsory leave is to provide employees with illness/injury the opportunity to dedicate themselves to recovery and/or healing with the hope of returning the employees to a productive status. This section of the Agreement outlines the process used to determine an employee's ability to perform assigned duties.

### (a) Placing Employee on Compulsory Leave.

(1) ~~If a health care provider certifies that an employee will not be able to perform assigned duties due to injury/illness for three months or longer, If~~ the employee is unable to perform assigned duties due to injury/illness for three months or longer, they shall be placed on compulsory leave and requested to submit to a medical examination. Before placing the employee on compulsory leave, the University must provide a written statement of its objective justifiable suspicion based on specific facts or circumstances that an employee is reasonably perceived to be unable to perform assigned duties owed to illness/injury or serious physical/cognitive decline. The University may choose a licensed healthcare provider chosen and paid by the University through its EAP provider or by a healthcare provider chosen and paid by the employee. Such healthcare provider shall submit the appropriate medical certification(s) to the University, without violating any federal guidelines (i.e., ADA or HIPAA).

a. The University may not require another examination for at least one (1) year.

b. It is the responsibility of the employee to notify the university in a timely manner of any delay in scheduling or completing the required medical evaluation.

c. Prior to the medical examination, the healthcare provider shall be provided a description of the employee's job duties and information from the appropriate AESP about what would constitute satisfactory performance by the employee.

d. If the medical examination establishes that the employee is unable to perform assigned duties, the university representative shall place the employee on compulsory leave, during which time the employee is expected to spend time on rehabilitation and recovery so they may return to work.

### (b) Conditions of Compulsory Leave.

(1) Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

(2) The compulsory leave period may be leave with pay or leave without pay. Accrued leave will be applied at the employee's sole discretion. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with this Article.

(3) If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties by the expiration of compulsory leave, the university's representative shall return the employee to the employee's previous duties, ~~if possible,~~ or ~~to~~ equivalent duties.

(c) Duration. Compulsory leave, with ~~or without~~ pay, shall be for a period not to exceed one year. ~~The employee, thereafter, may choose to be on compulsory leave without pay. the duration of recovery from the illness/injury or one year, whichever is less.~~

(d) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave ~~or and/or~~ is unable to return to work and perform assigned duties at the end of a leave period, the ~~president or University's~~ representative shall advise the employee, as appropriate, to contact HR Benefits or ~~of~~ the Florida Retirement System's disability provisions and application process, and:

1. request the employee's resignation; or

2. release the employee from employment, notwithstanding any other provisions of this Agreement.